

Law Offices of
ZAKHEIM & ASSOCIATES
A PROFESSIONAL ASSOCIATION
1045 SOUTH UNIVERSITY DRIVE
SUITE 202
PLANTATION, FLORIDA 33324

SCOTT C. ZAKHEIM*
*ALSO MEMBER OF N.Y. BAR
FLYNN LA VRAR
RICHARD BATTAGLINO
SASHA HARO
SABINE MICHEL

May 12, 2009

[REDACTED]
370 BIRCH AVE
ORANGE CITY FL 32763

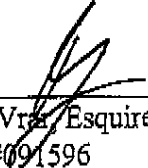
Balance 1st Lien: \$238,274.75
Forgive 1st Lien: \$93,026.99
Balance 2nd Lien: \$44,863.20
Forgive 2nd Lien: \$41,863.20
Total Balance 1st&2nd: \$283,137.95
Total Forgive 1st&2nd: \$134,920.19
Previous Property Value: \$284,000.00
Sold 2009: \$169,000.00
% Discount: 40%

RE: CITIBANK, N.A. / [REDACTED]
Account Number: [REDACTED]
Our File Number: [REDACTED]
Current Balance: \$45115.12
Property Address: 370 BIRCH AVE, ORANGE CITY FL 32763

Dear [REDACTED]:

This will confirm that a Satisfaction of Mortgage satisfying the mortgage recorded in Official Records of Volusia County, Florida will be issued upon receipt of \$3000.00 from [REDACTED]. The above referenced property will be released from any and all claims from CITIBANK, N.A.

Very truly yours,
ZAKHEIM & ASSOCIATES, P.A.
Attorney for Plaintiff
1045 S. University Dr. Ste 202
Plantation, FL 33324
Telephone: (954) 735-4455

By: 
Flynn LaVrar, Esquire
FL. Bar #091596

First Franklin Loan Services
P O Box 1838
Pittsburgh, PA 15230-1838

May 12, 2009

[REDACTED]
2930 San Jacinto Cir
Sanford FL 32773

Balance 1st Lien: \$ 209,063.09
Forgive 1st Lien: \$ 121,705.71
Balance 2nd Lien: \$ 51,843.00
Forgive 2nd Lien: \$ 46,843.60
Total Balance 1st&2nd: \$ 260,906.09
Total Forgive 1st&2nd: \$ 168,548.71
Previous Property Value: \$ 261,000.00
Sold 2009: \$ 105,000.00
% Discount: 60%

To Whom It May Concern:

RE: Loan No. 10 [REDACTED]
Property Address: 2930 San Jacinto Cir, Sanford FL 32773

In response to your request for settlement of the loan referenced above, please be advised that Home Loan Services, Inc. (HLS) has agreed to accept a settlement of:
Five Thousand Dollars.
\$(5,000.00). This settlement is based on our understanding that you will not receive any funds from the closing of the contemplated transaction involving the above-referenced property. Please note that should excess funds become available, they must be paid to HLS as part of this settlement up to and including all sums owed on the loan referenced. Failure to provide such excess funds may render our agreement null and void.

Please forward payment to the address below by 06/10/09.

ALL REMITTANCES MUST BE MADE IN CERTIFIED FUNDS (CASHIERS CHECK, CERTIFIED CHECK OR MONEY ORDER) TO HOME LOAN SERVICES, INC.

MAILING ADDRESS
Home Loan Services, Inc.
Attn: Recovery / Elenora
Locator 24-140
150 Allegheny Center
Pittsburgh, PA 15212

WIRING INSTRUCTIONS
Bank: Bank of America
ABA: 026009593
Acct: Home Loan Services, Inc.
[REDACTED]
Mortgagor: [REDACTED]
Loan Number: [REDACTED]



December 26, 2008

[REDACTED]
2360 Statler Ter County
Deltona, FL 32738-5176

Balance 1st Lien: \$ 156,700.00
 Forgive 1st Lien: \$ 39,261.80
 Balance 2nd Lien: \$ 19,679.00 HELIX
 Forgive 2nd Lien: \$ 1,900.00
 Total Balance 1st&2nd: \$ 176,379.00
 Total Forgive 1st&2nd: \$ 41,161.80
 Previous Property Value: \$ 176,379.00
 Sold 2008: \$ 130,000.00
 % Discount: 26%

RE: **Short Sale Final Approval**

Account # 650- [REDACTED]
 Property: 2360 Statler Terrace, Deltona, FL 32738
 Buyer(s) Name: [REDACTED]

Dear Borrower(s):

This Final Short Sale Approval Letter serves to confirm that Wells Fargo Bank, N.A. (Wells Fargo) has approved your request for a short sale of the above-referenced Property, and is an agreement between you and Wells Fargo as to the terms of the short sale of the Property.

Wells Fargo's approval of your request for a short sale of the Property is valid until 1/9/2009, and requires that Wells Fargo receive written acceptance by you on or before 1/9/2009. To accept, sign and return the original copy of this letter to Wells Fargo in the enclosed envelope.

Any requested changes to the stated terms and conditions in this letter must be requested in writing by you, and/or your legal representative and approved in writing by Wells Fargo.

The APPROVAL TERMS AND CONDITIONS are:

- 1) The closing (settlement date) and funding to be no later than 1/9/2009.
- 2) The borrower(s) is to net \$00.00 (zero) from the sale.
- 3) The real estate agents' commissions to be withheld from the net proceeds check are not greater than \$6,500.00 (5.00 % of the contract sales price).
- 4) The contract for the sale of the property is an arms length transaction, negotiated between the borrower(s) and the buyer(s) who are unrelated parties, with each party acting in their own self interest. The contract sales price is the fair market value of the property, and has been fairly bargained for and agreed to by and between the parties to the sale contract. The borrower(s) affirmatively state that they are not related to the person(s)

named as the buyer(s) in the contract for the sale of the property, by blood, marriage, friendship, commercial enterprise, or in any other manner.

- 5) Wells Fargo's actual payoff due through 1/9/2009 is estimated at \$19,679.01. The payoff includes: unpaid principal balances, accrued interest, late charges, negative escrow reserve, and delinquency expenses.
- The net proceeds check to Wells Fargo at closing should not be less than \$1,900.00. The "shortfall" due to Wells Fargo is estimated at \$17,100.00.
 - The borrower(s) will provide certified funds made payable to Wells Fargo Bank in the amount of \$0 at closing.
 - The borrower(s) will continue to be obligated to pay Wells Fargo the shortfall amount (outstanding loan balance including principal interest and any additional charges, less net sale proceeds and any other payments) in the amount of \$17,100.00. This amount is an estimate, based upon the information currently available. The actual amount of the shortfall may be different, and may be determined by contacting the Recovery Department immediately after the closing.
 - Please contact the Recovery Department at 800-361-9985 within 10 days after closing to make arrangements for repayment of this amount.
- 6) Immediately after closing please wire (Net Proceeds) made payable to Wells Fargo Bank, N.A. in an amount not less than \$1,900.00, to:

Wells Fargo Bank, N.A.
420 Montgomery Street
San Francisco, CA 94101
Account Number: 4121704191
Routing Number: 121000248

If you are unable to wire the funds please express mail certified funds to: Wells Fargo Bank, N.A., Home Equity Solutions, MAC X2303-01W, One Home Campus, Des Moines, IA 50328 Attention: Kim Behmer.

- 7) Immediately after closing, the closing agent/attorney is to fax a copy of the HUD-1 Settlement Statement to Wells Fargo at 866-593-3578 to the attention of Nicole Torres.
- 8) Within 24 hours (one business day) after closing, the closing agent/attorney is to forward the following by express mail to the above-referenced address in paragraph seven (7):
- A copy of the fully executed sales contract with all addenda.
 - A copy of the fully executed HUD-1 Settlement statement.
- 9) Upon satisfaction of the above conditions, Wells Fargo will:
- Release its mortgage or deed of trust.

Bank of America



Consumer Loan
Risk Operations

December 24, 2008

Financial Recovery Group, LLC
2750 Depot Avenue
Sanford, FL 32773

Attention: Allie Kees

Balance 1st Lien: \$ 157,000.00
 Forgive 1st Lien: \$ 41,257.62
 Balance 2nd Lien: \$ 140,000.00
 Forgive 2nd Lien: \$ 125,200.00
 Total Balance 1st & 2nd: \$ 297,000.00
 Total Forgive 1st & 2nd: \$ 166,457.62
 Previous Property Value: \$ 297,000.00
 Sold 2009: \$ 140,000.00
 % Discount: 44%

Re: Short Sale Settlement and Agreement on: HELOC
 Account No. [REDACTED] Borrower Name (s): [REDACTED]
 Account Balance: \$146,671.63 Plus interest due from December 2, 2008 at 8.39%
 Property Address: 200 N. Leavitt Avenue, Orange City, FL 32763

In response to your request, please be advised that Bank of America has agreed to the following short payoff. The Bank of America has agreed to accept the amount of no less than \$14,800.00 from the proceeds of sale, on the subject property.

Upon receipt of the funds the bank will release the lien. The deficiency balance will be reported to the credit bureaus as "Charge Off" collectable balance. **Liabilities for the deficiency balance to be determine.**

This offer is contingent upon the following conditions being met.

1. That borrower (s) [REDACTED] sells the property
2. With no proceeds going the seller (s) [REDACTED]
3. Borrower(s) is aware that the liability for the deficiency balance is to be determined.
4. This offer is Null and Void after January 24, 2009
5. Lien Release to be prepared by the closing: Attorney, Title or Escrow Company; forwarding the document together with the settlement check to Bank of America, NA for notaring and recording.

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Initials _____



Balance 1st Lien: \$ 252,000.00
Forgive 1st Lien: \$ 70,363.26
Balance 2nd Lien: \$ 63,000.00
Forgive 2nd Lien: \$ 60,000.00
Total Balance 1st&2nd: \$ 315,000.00
Total Forgive 1st&2nd: \$ 130,363.26
Previous Property Value: \$ 315,000.00
Sold 2009: \$ 200,000.00
% Discount: 37.8%

DISCOUNT PAYOFF AGREEMENT and Release of Claims.

October 28, 2008

VIA FAX /EMAIL (866-533-4275 & allie@financialrecoverygroupllc.com)

Re: Loan Number: [REDACTED]
Property Address: 55 Dial Avenue Debarry FL 3271
Borrower (s): [REDACTED]

Dear : [REDACTED]

Ocwen Loan Servicing, LLC has approved a discount payoff on the above referenced loan in the amount of \$ **3,000.00**. This discount payoff option expires on 11/27/2008, that is, if you do not comply with the terms described below by this expiration date, this payoff option offer will no longer be available to you. To accept the discount payoff, you (i.e., any of the borrower(s) shown above) must perform the following prior to the expiration date of this offer:

1. Each 1 of the above-named borrowers must sign this letter, which includes a Release of Claims, on the appropriate line under "Acknowledged and Accepted".

You must fax a fully signed copy of this letter to 407-737-5071 by 11/27/2008.

2. Ocwen must **receive** the entire payoff amount by bank wire transfer no later than the close of business on 11/27/2008.
3. You must fax a copy of the signed HUD-1 Settlement Statement to my attention at the below listed fax number by 11/27/2008. The HUD-1 Settlement Statement must be in accordance with the Good Faith Estimate, which Ocwen relied upon to approve this discount payoff. Any surplus funds must be paid directly to Ocwen Loan Servicing, LLC in accordance with the instructions in item 3 above. Under no circumstances shall any funds go the borrower
4. You authorize Ocwen to apply any funds which may be in your impound account, or in your suspense account, to any deficiency balance that you may owe to Ocwen.
5. (Optional) You (i.e., the Borrowers shown above) have/has agreed to sign a promissory note in the amount of \$ _____, **the full amount of which shall be applied to reduce any** deficiency balance you owe Ocwen on your home loan account. The original of this promissory note must be sent to us along with the payoff funds.

Upon our timely receipt of the entire payoff amount and a copy of this letter, properly signed by each of the above-named borrower(s), we will advise our Client, Ocwen, to execute a release and a discharge of the Deed of Trust/Mortgage and, if necessary, to file a withdrawal in connection with any legal action it may already have taken, as of the date of your response to this letter, to collect this obligation.



RELEASE OF CLAIMS

As consideration for this discount payoff offer, which Ocwen is not otherwise obligated to make available to Borrowers, the receipt and sufficiency of which consideration is hereby acknowledged by Borrowers, and as a condition to your (i.e., Borrowers shown above) acceptance of this discount payoff offer, Borrower, for himself or herself and his or her heirs, personal representatives, successors, and assigns, hereby jointly and severally, knowingly and voluntarily releases, discharges, and covenants not to sue, Ocwen and its predecessors, successors and assigns, representatives, agents, affiliates, parents, subsidiaries, officers, employees, directors and shareholders, including this law firm (collectively, the "Released Parties") from any and all claims, demands, liabilities, defenses, setoffs, counterclaims, actions, and causes of action of whatsoever kind or nature, whether known or unknown, whether legal or equitable, which he or she has, or may assert in the future, against Ocwen and the Released Parties directly or indirectly, or in any manner connected with this offer and with any event, circumstance, notice of default, action, or failure to act, of any sort or type, whether known or unknown, whether legal or equitable, which was related or connected in any manner, directly or indirectly, to the Property or to the servicing of this Loan. Borrower hereby further acknowledges and agrees that, to the extent that any such claims may exist, the value to the Borrower of the discount payoff offer by Ocwen contained in this letter, substantially and materially exceeds any and all value of any kind or nature whatsoever of any such claims.

Nothing in this letter shall be construed to prejudice, waive, modify or alter any of Ocwen's rights or remedies in law or in equity in collecting the entire amounts due and to come due on the Loan or be construed to waive any defense of Ocwen. Ocwen reserves the right to terminate this offer at any time prior to your timely acceptance of the terms set forth above.

OCWEN LOAN SERVICING, LLC IS ATTEMPTING TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

Yours truly,
Ocwen Loan Servicing, LLC

Loan Resolution Consultant
Toll Free Phone: (888-779-2857) Fax: (407-737-5071)

ACKNOWLEDGED AND ACCEPTED:

By: _____
(Borrower's sign)

(Co- Borrower's sign)

Date: _____

HomeEq Servicing

April 2, 2008
Via fax# (386) 736-1038
Attn: Ally
RE: [REDACTED]

250 West Gardenia Drive
Orange City, Florida 32763

Balance: \$ 147,900⁰⁰
Forgive: \$ 38,400⁰⁰
Total Balance: \$ 147,900⁰⁰
Total Forgive: \$ 38,400⁰⁰
Previous Property Value: \$ 148,000⁰⁰
Sold 2009: \$ 122,000⁰⁰
% Discount: 18%

To Whom It May Concern:

HomeEq agrees to accept net proceeds of \$109,500.00 in cash or certified funds to release its mortgage lien from the referenced property subject to the following conditions:

- [REDACTED] and [REDACTED] is/are to receive no cash or proceeds from the closing, escrow, or sale of the property. All excess funds must be forwarded to HomeEq.
- Allow no more than \$3,000.00 to be paid to the junior lien, Volusia County Housing Activity.
- The buyer(s) is/are [REDACTED] and [REDACTED], and the sales price is \$122,000.00. Any changes to these must be pre-approved by HomeEq.
- Any changes of closing costs, fees, payments, or commissions, provided on the estimated closing statement or estimated Hud 1 dated February 19, 2008, must be pre-approved by HomeEq.
- **A certified closing statement or HUD-1** must be forwarded with the funds.
- A copy of this demand, signed by [REDACTED] and [REDACTED]
- Any funds forgiven may be reported to the IRS.
- This offer is considered null and void if funds are not received by HomeEq by April 15, 2008 or if a foreclosure sale date is set prior to April 15, 2008 then, this offer is considered null and void if funds are not received by HomeEq 48 hours prior to the foreclosure sale date.

Please forward funds to:

Mailing/Overnight Instructions:

HomeEq Servicing
Attn: Loss Mitigation CA3333
4837 Watt Avenue Suite 200
North Highlands, CA 95660

Wireing Instructions:

Wachovia National Bank
301 S. COLLEGE STREET
CHARLOTTE, NC 28288
ABA # 053-000-219
CREDIT TO: HomeEq SERVICING
ACCOUNT # [REDACTED]
ATTN: Early Stage Loss Mitigation
OBI (Originating Bank Info):

Loan Number, Borrower name, property address, Reason

Please contact me if you have any questions.

Sincerely,
Teresa Hoffer
Workout Specialist
(800) 414-0969
(866) 577-1227 fax

[REDACTED]

HomeEq's decision to consider your request for a resolution plan will in no way be construed as an agreement to stop, forbear, or delay the current foreclosure action. Until an agreement is reached in writing and all terms are met, the current foreclosure action will continue.

IMPORTANT: You are hereby notified that we may report information about your account to credit reporting agencies. Late payments, missed payments, or other defaults on your account may also be reflected on your credit report. **HomeEq Servicing is a debt collector. HomeEq is attempting to collect a debt and any information obtained will be used for that purpose.**